

HONORABLE KYMBERLY EVANSON

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

ADVAIYA SOLUTIONS, INC.,

Plaintiff,

vs.

HARTFORD FIRE INSURANCE  
COMPANY, LTD.,

Defendants.

Case No. 2:23-cv-00685-KKE

**DECLARATION OF DHARMESH  
GODHA**

I, Dharmesh Godha, do hereby declare as follows:

1. I am over the age of 18, and make the following statements based on my personal knowledge. If called as a witness, I could and would competently testify to the following.

2. I am the President and CTO of plaintiff Advaiya Solutions, Inc. Based in Bellevue, Washington, Advaiya is a technology consulting and implementation company that delivers a variety of business solutions to its customers.

3. AA Asphaltting, an Advaiya customer, hired Advaiya to implement several cloud-based applications, all Microsoft products, to help with various business

1 functions, including human resources and recruiting, among others. To accomplish  
2 this, Advaiya created a secure on-line portal to a virtual server it created on  
3 Microsoft's Azure cloud platform, which hosted these applications. For a fee, AA  
4 Asphaltting personnel could use the portal to access and run these applications.  
5

6 4. Advaiya purchased access to these Microsoft products – both Azure and  
7 the applications used on it – through Ingram Micro Inc., who purchased them in turn  
8 from Microsoft. So when AA Asphaltting accessed Azure through the portal Advaiya  
9 created, Microsoft invoiced Ingram, who invoiced Advaiya, who invoiced AA  
10 Asphaltting.  
11

12 5. To cover risks associated with its business activities, Advaiya purchased  
13 an “enterprise liability” policy, numbered 46 TE 0342080-21, from Hartford. Attached  
14 hereto as Exhibit 1 is a true and correct copy of that Policy.  
15

16 6. Over a July weekend in 2022, hackers broke through Advaiya's security  
17 measures and gained access to AA Asphaltting's Azure portal. Using the portal, the  
18 hackers made intensive use of Azure's cloud-based computing resources until the  
19 hack was detected the following Monday, July 11, 2022. This resulted in a dramatic  
20 increase in usage of those services. Because the fees that Microsoft charged Ingram  
21 were based on the amount of usage, this excess usage by the hackers generated  
22 roughly \$334,000 in additional fees for Ingram.  
23

24 7. Advaiya's investigation revealed that AA Asphaltting's account had been  
25 compromised in part due to Advaiya's failure to employ all security measures  
26

1 suggested by Microsoft's best practices guidelines. Attached hereto as Exhibit 2 is a  
2 true and correct copy of an incident report documenting these conclusions that was  
3 prepared days after the breach, and that Advaiya forwarded to Hartford. But Advaiya  
4 noted that Ingram was not free from fault, since Advaiya had placed, and Ingram had  
5 ignored, a \$30,000 limit on the amount of charges that could be incurred. This limit  
6 was less than ten percent of the fees Microsoft charged for what the hackers stole.  
7

8         8. For its part, Microsoft insisted that Ingram pay fees for the resources  
9 used by the hackers. Ingram then insisted that Advaiya was liable for the fees  
10 Microsoft demanded. I directed our broker to convey these facts to Hartford. Advaiya's  
11 counsel likewise conveyed these facts to Hartford. Attached hereto as Exhibit 8 is a  
12 true and correct copy of an email (without attachments) from Advaiya's counsel to  
13 Hartford.  
14

15         9. When Advaiya refused to pay, Ingram sent Advaiya an October 17, 2022  
16 "past due notice." This was followed by a November 1, 2022 "FINAL DEMAND."  
17 Attached hereto as Exhibits 3 and 4 are true and correct copies of the "past due notice"  
18 and the "FINAL DEMAND."  
19

20         10. Meanwhile, on July 22, 2022, Advaiya notified Hartford about the  
21 hacking and the dispute with Ingram. Hartford acknowledged Advaiya's July 22,  
22 2022, notice of Ingram's claim four days later. Attached as Exhibit 5 is a true and  
23 correct copy of Hartford's acknowledgement.  
24  
25  
26



Certificate of Service

I, Cara Lowrance, hereby declare under penalty of perjury under the laws of the United States that on this 18th day of January, 2024, the foregoing document was filed using the CM/ECF system which will send notice of the same to all parties, at the addresses set forth below.

Matthew J. Sekits  
Caitlyn Mathews  
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SIGNED at Seattle, Washington this 18th day of January, 2024.

s/Cara Lowrance

Cara Lowrance, Legal Assistant  
Cara.Lowrance@millernash.com